

Neutral Market Facilitator Platform Terms and Conditions

THIS AGREEMENT IS BETWEEN:

- I) Southern Electric Power Distribution plc Registered in England & Wales No. 04094290 having its Registered Office at No. 1 Forbury Place 43 Forbury Road Reading RG1 3JH (“**We**”, “**Our**”, “**Us**”);
- and
- II) The User of the NMF Platform (the “**User**”, “**You**” or “**Your**”),
- (each a “**Party**” and together the “**Parties**”).

BACKGROUND

- A) The NMF Platform is an online electricity trading facility or marketplace that enables Users to buy and sell NMF Services.
- B) The NMF Platform Terms in this agreement set out the terms and conditions for the use of the NMF Platform.
- C) By using the NMF Platform, You confirm that You accept the NMF Platform Terms and that You agree to comply with them. If You do not agree to the NMF Platform Terms, You must not use the NMF Platform.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these NMF Platform Terms, unless the context otherwise requires, the capitalised expressions shall have the meanings and interpretation set out in Schedule 1 (Glossary).
- 1.2. To the extent that the NMF Platform Terms conflict with any of the rights or obligation of the Parties under the Electricity Regulations, the terms of the Electricity Regulations shall prevail.

2. DURATION

- 2.1. These NMF Platform Terms shall apply to the use of the NMF Platform from the Commencement Date until 30th June 2023 (the “**Term**”).
- 2.2. You shall be bound by the NMF Platform Terms at all times when using the NMF Platform, including when using information and services obtained through the NMF Platform.

3. NMF PLATFORM USE

- 3.1. The NMF Platform Terms govern the contractual relationship between You and Us for use of the NMF Platform and between You and other Users in relations to transactions conducted through the NMF Platform.
- 3.2. You shall only use the NMF Platform in accordance with the NMF Platform Terms.

- 3.3. Where You are an aggregator or agent for DERs owned by others, You shall ensure those DER owners are aware of and comply with the NMF Platform Terms insofar as they are relevant to those DER owners.
- 3.4. Use of the NMF Platform includes accessing, browsing, registering to use, uploading data to or downloading information from, sharing sections of or linking to the NMF Platform.
- 3.5. You will be one of numerous Users of the NMF Platform. We do not have control over the conduct of any User on the NMF Platform and do not accept responsibility for anything said or done on the NMF Platform by any User. We do not guarantee the accuracy or truth of any information provided by Users, nor the existence, quality or safety of any NMF Services offered by Users, nor that a User will complete a transaction, nor the ability of Users to pay for NMF Services. You Use the NMF Platform at Your own risk.
- 3.6. You agree at all times to act diligently and with good faith when dealing with Us and other Users when using the NMF Platform.
- 3.7. In using the NMF Platform and selling or purchasing NMF Services you will not:
 - 3.7.1. breach or circumvent any applicable local, national or international law or regulation;
 - 3.7.2. breach the applicable terms of agreements related to the sale and purchase of NMF Services purchased through this NMF Platform;
 - 3.7.3. act in any way that is illegal, unlawful or fraudulent, or has any illegal, unlawful or fraudulent purpose or effect, nor advocate, promote or assist any unlawful act;
 - 3.7.4. misrepresent Your identity or affiliation with any person;
 - 3.7.5. post or promote any material on or through the NMF Platform which is obscene, offensive, hateful or inflammatory, violent, or discriminatory;
 - 3.7.6. use the NMF platform if You are not able to form legally binding contracts, or if you are temporarily or indefinitely suspended or prevented by Us from using the NMF Platform;
 - 3.7.7. fail to pay for NMF Services purchased by You;
 - 3.7.8. manipulate the price for any Flexibility Service or act in an anti-competitive manner;
 - 3.7.9. fail to deliver the NMF Services offered by You unless you have a valid reason for doing so, in accordance with the relevant terms and conditions applicable to that sale;
 - 3.7.10. post false, inaccurate, incomplete, misleading, defamatory or libellous content;
 - 3.7.11. transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 3.7.12. take any action that may undermine the NMF Platform or Our reputation;

- 3.7.13. knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, nor use any robot or other automated means to access the NMF Platform for any purpose;
 - 3.7.14. reproduce, duplicate, copy or re-sell any part of the NMF Platform in contravention of the provisions of the NMF Platform Terms;
 - 3.7.15. disclose any information relating to any other party using the NMF Platform unless that party has consented to such disclosure;
 - 3.7.16. use the contact information or personal data of other Users obtained through the NMF Platform or for the purposes of NMF Services for any purpose other than in relation to a specific transaction on the NMF Platform;
 - 3.7.17. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
 - 3.7.18. use the NMF Platform for any commercial or other purposes that are not expressly permitted by these NMF Platform Terms; or
 - 3.7.19. access without authority, interfere with, damage or disrupt (i) any part of the NMF Platform, (ii) any equipment or network on which the NMF Platform is stored, (iii) any software used in the provision of the NMF Platform or any equipment or network or software owned or used by any third party.
- 3.8. We reserve the right at our absolute discretion to suspend, delete or cancel Your use of the NMF Platform without notice in the event of any non-compliance with this clause 3 (whether one-off, temporary or ongoing) in the event that You breach any of the NMF Platform Terms, or if we believe you are creating problems or possible legal liabilities for Us, other Users or other third parties. We may also cancel User accounts that have been inactive for a long time.
- 3.9. We reserve the right at our absolute discretion to remove any content posted on the NMF Platform which violates the NMF Platform Terms.
- 3.10. You shall promptly disclose to Us any change of circumstances which could affect the performance of Your obligations in accordance with these NMF Platform Terms.

4. MODIFICATION OF THESE TERMS

- 4.1. We reserve the right to modify the NMF Platform Terms and to modify any part of our platform services, both at any time and at our absolute discretion.
- 4.2. If We make changes to the NMF Platform Terms We shall publish the revised NMF Platform Terms on the NMF Platform. The changes will be binding on You from the date of the revised terms becoming available on the NMF Platform.

- 4.3. Your continued Use of the NMF Platform after We have published or notified You of any revised NMF Platform Terms shall indicate that You agree to be and are bound by the revised NMF Platform Terms.

5. PLATFORM AVAILABILITY

- 5.1. We try to ensure the NMF Platform is safe, secure, maintained and functioning property, but we do not guarantee the continuous operation of or access to the NMF Platform. The NMF Platform is being made available in trial conditions for the Trial and functionality and services may be subject to delays, changes, unavailability and/or errors.
- 5.2. We shall not be liable for any unavailability of the NMF Platform, but where such unavailability prevents or delays the delivery of Flexibility Services or P2P Services, the parties to those agreements may rely on clause 22, Force Majeure.

6. NO CHARGES

We will not charge any fee for providing and maintaining the NMF Platform and for facilitating each transaction during the Term as the NMF Platform is being provided free of charge as part of the Trial.

- 6.1. Any fees and charges or other sums due for Flexibility Services or P2P Services shall be payable in accordance with the terms of those agreements.

7. SALE AND PURCHASE OF NMF SERVICES

- 7.1. The contractual relationship between You and the Distribution Licensee for Flexibility Services and between You and other Users for P2P Services shall be governed by the relevant contractual terms for those NMF Services published on the TRANSITION webpage: the Flexibility Services Agreement and the P2P Termsheet and the accepted Offer on the NMF Platform.
- 7.2. Flexibility Services shall be sold through the NMF Platform in accordance with the Flexibility Services Agreement. By your use of the NMF Platform you agree to comply with the Flexibility Services Agreement when providing those Flexibility Services.
- 7.3. P2P Services shall be sold through the NMF Platform in accordance with the P2P Termsheet. By your use of the NMF Platform you agree to comply with the P2P Termsheet when providing or using those P2P Services.
- 7.4. The Distribution Licensee reserves the right at its absolute discretion to prevent, suspend, delete or cancel any NMF Services or Requests for those Services at any point by issuing a cancellation request by email to the relevant parties, including if there is an electricity network issue as determined by the Distribution Licensee or an electricity system stress event. The Distribution Licensee shall act reasonably in issuing such cancellation requests. The Distribution Licensee shall not be liable for any such prevention, suspension, deletion or cancellation, nor for the consequences of any such prevention, suspension, deletion or cancellation.

8. USER REGISTRATION ON NMF PLATFORM

- 8.1. In order to Use the NMF Platform and to trade as a Buyer or Seller, You must apply to Us for NMF Platform log-in details and follow the processes and procedures set out on the TRANSITION webpage to enable the set-up of Your User Account.
- 8.2. You are responsible for ensuring that any User Account created contains accurate and up to date information.
- 8.3. We have absolute discretion to approve or deny any registration request.

9. INFORMATION, RECORDS AND AUDIT FOR NMF PLATFORM USE

- 9.1. You shall provide Us with all necessary information required to facilitate your use of the NMF Platform and your role as Seller or Buyer of NMF Services.
- 9.2. Your Uploaded Data must comply with these NMF Platform Terms. This includes data that is uploaded to other data exchange platforms for purposes of the Trial (including but not limited to SharePoint) due to troubleshooting or software issues affecting the NMF platform.
- 9.3. You shall ensure that the Uploaded Data is accurate where factual, or truthful and genuinely held where opinion.
- 9.4. You accept and acknowledge that for the purposes of the Trial Your Uploaded Data may be disclosed to and used by Us, the Distribution Licensee and certain other Users, third parties, sub-contractors and academic partners in accordance with these NMF Platform Terms and, where relevant, the Flexibility Services Agreement or P2P Termsheet. We and they may use and disclose the Uploaded Data for the purposes of the Trial, including for advertising, analysing, reporting on, verifying the delivery of NMF Services and/or for the purposes of determining and better understanding the effect of the NMF Services on the Network. Uploaded Data shall only be shared after the applicable Market Gate close.
- 9.5. In relation to such disclosure and use of Uploaded Data:
 - 9.5.1. Subject to clause 9.5.2, the Data Provider may limit disclosure of Uploaded Data under clause 9.5 by notifying to the DNO when entering into this Agreement any data items which it does not permit to be disclosed.
 - 9.5.2. The DNO may disclose Uploaded Data despite notification under clause 9.5.1, if there is a regulatory or project availability requirement for the DNO to disclose such Uploaded Data.
- 9.6. Uploaded Data from other Users may in its entirety or in part be protected by copyright, trademark, and/or other laws. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporating in or accompanying the Uploaded Data.
- 9.7. You shall keep or cause to be kept proper and accurate records of all matters relating to the performance of Your obligations under the NMF Platform Terms. The records shall be maintained in a form suitable for audit purposes, shall be kept separate from any other records and shall be retained for the period required by any applicable statutory provision and in any event during the period the User has a User Account registered with the NMF Platform and for a period 1 year following termination of the User's User Account.

- 9.9. We or a reputable independent third-party auditor nominated by Us may, on reasonable notice to You and during normal working hours, inspect and review the records for the purposes of verifying Your compliance with Your obligations under the NMF Platform Terms and/or to meet any other audit or information requirement that may be required by Applicable Law and/or any regulatory body or the Authority.
- 9.10. You shall co-operate fully and promptly with any such audit and/or inspection conducted by Us.
- 9.11. You shall ensure that You are available on reasonable notice to provide such assistance or information as We may reasonably require in connection with the NMF Services and the NMF Platform.

10. TRADING NMF SERVICES ON THE NMF PLATFORM

- 10.1. Users can use the NMF Platform to offer and sell Flexibility Services to the Distribution Licensee.
- 10.2. Users can use the NMF Platform to offer, sell and purchase P2P Services to or from any Users registered as Users for P2P Services on the NMF Platform.
- 10.3. The process for purchase and sale of Flexibility Services is set out in Schedule 2 and the Flexibility Services Agreement.
- 10.4. The process for purchase and sale of P2P Services is set out in Schedule 3 and the P2P Termsheet.
- 10.5. Parties commence a transaction by issuing a Request to buy or sell on the NMF Platform. Parties interested in responding to that Request can submit Offers in response through the NMF Platform to meet all or part of the Request.
- 10.6. Offers can be submitted and resubmitted until the P2P Market Gate in respect of P2P Services or the NMF Market Gate in respect of Flexibility Services. After the Market Gate closes no further Offers can be made for that NMF Service and Offers made cannot be withdrawn or amended.
- 10.7. An Offer cannot be made by a Seller if:
- 10.7.1. it does not have the connection arrangements in place to enable the proposed sale; or
 - 10.7.2. if its DER is Unavailable, is committed during any part of the Service Period, the DER does not meet the voltage rating required or the DER used does not reflect the DER specified.
- 10.8. The Distribution Licensee or a User may accept an Offer in accordance with the processes set out Schedule 2 or Schedule 3 as applicable. The agreement of all P2P Services is subject to prior approval from the Distribution Licensee through the NMF Platform.

10.9. Following acceptance the Seller shall provide the NMF Services to the Buyer in accordance with the Flexibility Services Agreement or the P2P Termsheet as applicable and the agreed terms of the accepted Offer in the NMF Platform.

11. NETWORK CONSTRAINTS

11.1. You acknowledge that all trades facilitated by the NMF Platform are subject to the maximum capacity and any other technical conditions applicable to Your connection to the Network.

11.2. You acknowledge that all trades (both Flexibility Services and P2P Services) facilitated by the NMF Platform are subject to the capacity of the underlying Network and that the Distribution Licensee can cut off the flow of electricity when entitled to do so by law, by contract or to comply with its regulatory requirements.

12. REPRESENTATIONS AND WARRANTIES

12.1. You warrant and undertake to Us at all times that:

12.1.1. You have the right, power, capacity and authority to enter into and perform your obligations under the NMF Platform Terms;

12.1.2. You either have (and/or the persons represented by You have) a live connection to the Electricity Network and an associated MPAN / MSID and Connection Agreement (including National Terms of Connection agreements), or a connection offer pursuant to live connection and that the connection can be completed in time to meet the requirements of the NMF Platform Terms and that the Connection Agreement has the necessary capacity provisions permitting the NMF Services to be traded; and

12.1.3. You (and/or the persons represented by You) have obtained and shall maintain in force all licences, permissions, authorisations, consents and permits needed to supply the NMF Services in accordance with the NMF Platform Terms.

13. INSURANCE

13.1. You shall procure (and/or the persons represented by You shall procure) (and on request provide evidence to Us of) appropriate insurances as required by law and necessary for the safe and efficient performance of Your obligations under the NMF Platform Terms with a reputable insurance company, including as appropriate employer's liability insurance and public liability insurance. Where possible You shall add us as a named party on your insurance policies.

13.2. Your liabilities under the NMF Platform Terms shall not be deemed to be released or limited by Your taking out of the insurance policies referred to in this clause 13.

14. TERM, TERMINATION AND SUSPENSION

14.1. We may terminate Your User Account for convenience at any time by giving You the longer of 30 days' notice, or a sufficient notice period to allow the provision of any NMF Services already agreed at the date of the notice to be completed. Notice shall be given via email to the email address registered to Your User Account.

- 14.2. You may terminate Your User Account for convenience at any time by giving Us 30 days' notice via the email set out in these NMF Platform Terms. If You cancel Your User Account You shall continue to provide any NMF Services already agreed at the date of the notice until these services have been completed, unless otherwise agreed. These NMF Services shall be provided in accordance with the terms of the Flexibility Services Agreement or P2P Termsheet and any accepted Offer.
- 14.3. We may immediately, without notice, terminate Your User Account and/or stop providing access to the NMF Platform if:
- 14.3.1. You have violated Applicable Laws, regulations or third party rights;
 - 14.3.2. You are subject to an Insolvency Event;
 - 14.3.3. You are in material, persistent or repeated breach of these NMF Platform Terms;
or
 - 14.3.4. such action is necessary to protect Our personal safety or property, other users of the NMF Platform or third parties.
- 14.4. Failure by You to comply with the NMF Platform Terms constitutes a breach, and may result in Us taking all or any of the following actions:
- 14.4.1. immediate, temporary or permanent withdrawal of Your right to use the NMF Platform;
 - 14.4.2. immediate, temporary or permanent withdrawal of any posting or content uploaded by You to the NMF Platform;
 - 14.4.3. issue of a written warning to You;
 - 14.4.4. legal action against You; and / or
 - 14.4.5. disclosure of such information to law enforcement authorities as We reasonably feel is necessary.
- 14.5. The responses described in clause 14.4 are not limited, and We may take any other action We reasonably deem appropriate.
- 14.6. On termination, the rights and liabilities of the Parties that have accrued before termination shall subsist.

15. LIMITATION OF LIABILITY

- 15.1. Subject to clause 15.2, no Party shall bear any liability under this Agreement for any loss, damage, costs or expenses, of any nature whatsoever, as the NMF Platform is being made available free of charge in trial conditions for the Trial and functionality and services may be subject to delays, changes, unavailability and/or errors. Each Party shall bear its own costs and risks howsoever incurred or suffered.
- 15.2. This clause 15 shall not limit or exclude Your or Our liability:

- 15.2.1. in the case of fraud, misrepresentation or wilful misconduct;
 - 15.2.2. in the case of death or personal injury; or
 - 15.2.3. in any other case where such limitation or exclusion is not permitted by law.
- 15.3. To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to the NMF Platform or any content on it whether express or implied except as expressly provided herein.
- 15.4. We assume no responsibility for the content of websites linked on the NMF Platform. Such links should not be interpreted as endorsements by Us of those linked websites.

16. CONFIDENTIALITY

- 16.1. Save with the consent of the disclosing Party, or as required by law, a court order, or by any relevant regulatory, or government authority, or to the extent that information has come into the public domain through no fault of the receiving Party, each Party shall treat as strictly confidential and shall not disclose any information marked as confidential information, or which ought reasonably to be considered confidential and all commercial and technical information relating to a Party received or obtained as a result of entering into the NMF Platform Terms or using the NMF Platform.
- 16.2. A Party shall not use the name, brands and/or logos of another Party for any purpose without the other Party's prior written approval. In the event that a Party grants its approval to any use of its name, brand and/or logo, it may make such approval subject to such conditions and restrictions on use as it considers appropriate. Written approval should not be unreasonably withheld. We shall be entitled to make publicity releases and/or announcements regarding the NMF Platform.
- 16.3. Notwithstanding clause 16.1, We shall share information in accordance with clause 9 and to be included in regulatory reporting processes as required by relevant regulators, including where necessary pricing information.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Save as provided in the NMF Platform Terms, the NMF Platform Terms do not transfer any interest in Intellectual Property Rights and all Intellectual Property Rights owned by or licensed to a Party shall at all times belong to or be licensed to the Party providing that Intellectual Property and a Party shall not make any use of another Party's Intellectual Property other than to the extent reasonably necessary in performing its obligations pursuant to the NMF Platform Terms.
- 17.2. We are the owner or the licensee of all Intellectual Property Rights in the NMF Platform. By posting content or Uploaded Data on the NMF Platform. You grant Us a non-exclusive, worldwide, royalty-free, sub licensable, license to use, display, edit, modify, reproduce, distribute, store and prepare derivatives works of such content for the duration of the Trial.
- 17.3. You must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from Us or Our licensors.

18. DATA PROTECTION

- 18.1. Each Party shall, at its own expense, ensure that it complies with all applicable Data Protection Law.
- 18.2. The Parties acknowledge that as at the date of entering into the NMF Platform Terms, neither Party acts as a processor on behalf of the other. If at any point during the term, either Party considers that one Party is acting as processor on behalf of the other, then the Parties shall promptly negotiate in good faith a separate data processing agreement to cover the matters required by the Data Protection Law.

19. MODERN SLAVERY AND ANTI-BRIBERY

- 19.1. In using the NMF Platform and entering into the NMF Platform Terms, You shall comply with all applicable laws, statutes, regulations and codes, including without limitation:
 - 19.1.1. the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under that Act and all other applicable UK legislation, statutory instruments and regulations relating to anti-bribery, fraudulent acts or corruption; and
 - 19.1.2. the Modern Slavery Act 2015 and associated guidance published by the Home Office under that Act and all other applicable UK legislation, statutory instruments, codes and regulations relating to anti-slavery or human trafficking.
- 19.2. You shall not engage in any activity, practice or conduct which would constitute an offence under this clause 19.
- 19.3. You shall have and shall maintain in place at all time when using the NMF Platform training, policies and procedures to ensure compliance with this clause 19 and shall enforce these where appropriate.
- 19.4. You shall promptly report to Us any breach of clause 19.1 by You, Your officers, employees, contractors, agents or representatives, which impacts upon or relates to Your performance of this the NMF Platform Terms or your use of the NMF Platform.
- 19.5. In the event of non-compliance with this clause 19, You shall act promptly to resolve such noncompliance (taking into account any of Our reasonable representations to resolve such noncompliance). In the event that You have not resolved the non-compliance within a reasonable time (as determined by Us in Our sole discretion), this shall constitute a material breach of the NMF Platform Terms and We shall be entitled to terminate this agreement.

20. DISPUTE RESOLUTION

- 20.1. The Parties shall use good faith efforts to resolve any operational issue, dispute, claim or proceeding arising out of or relating to the NMF Platform Terms and the use of the NMF Platform.
- 20.2. A Party shall notify the other of any dispute. In the event that a dispute cannot be resolved by discussion within thirty (30) days of the written notice dispute, the dispute shall be escalated to the Parties' senior representatives who have authority to settle the same.

- 20.3. If thirty (30) days following such an escalation the Parties have still not resolved the dispute, then either Party shall have the right to refer the dispute to mediation.
- 20.4. Nothing in the NMF Platform Terms shall prevent a Party from raising court proceedings in order to preserve or enforce its proprietary or other rights.

21. FORCE MAJEURE

- 21.1. If either Party is prevented from performing any of its obligations under the NMF Platform Terms due to an event, circumstance or cause beyond its reasonable control (a “**Force Majeure Event**”), it shall not be deemed in breach of such obligations nor liable for delay in performing, or failure to perform, any of its obligations under the NMF Platform Terms for so long as the Force Majeure Event continues to prevent its performance. Where there is a Force Majeure Event a Party shall be entitled to a reasonable extension of the time for performing its obligations.
- 21.2. The Party affected by the Force Majeure Event shall immediately upon becoming aware of such Force Majeure Event provide written notice to the other, describing the Force Majeure Event, its expected duration and the obligations which it is prevented from performing and shall provide regular updated notices for the duration of the Force Majeure Event.
- 21.3. Should the Force Majeure Event continue for more than 90 days, We may terminate Our agreement with You under the NMF Platform Terms by giving 7 days written notice to You.

22. ASSIGNMENT AND ASSIGNATION

- 22.1. We may at any time assign any of Our rights and obligations under the NMF Platform Terms, provided that We give written notice to You.
- 22.2. You shall not assign, transfer, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of Your rights and obligations under the NMF Platform Terms.

23. GENERAL

23.1. Survival

Any clause which by implication is intended to survive termination or expiry of these NMF Platform Terms shall survive termination or expiry, without limit of time.

23.2. Third Party Rights

A person who is not a Party to the NMF Platform Terms shall not have any rights under the NMF Platform Terms and the Contracts (Rights of Third Parties) Act 1999 or where appropriate the Contracts (Third Party Rights) (Scotland) Act 2017 shall not give any person who is not a Party to the NMF Platform Terms any right to enforce any of the NMF Platform Terms.

23.3. Waiver

No failure or delay by You or Us to exercise any right, claim or remedy provided under the NMF Platform Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right, claim or remedy.

No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

A waiver of any right, claim or remedy conferred by or arising under or otherwise in connection with the NMF Platform Terms or by law shall be effective only if it is given in writing and is signed by or on behalf of the Party giving it,

23.4. Severance

If any provision or part provision of the NMF Platform Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause 23.4 shall not affect the validity and enforceability of the rest of the NMF Platform Terms.

23.5. Entire Agreement

The NMF Platform Terms constitute the entire agreement and understanding of the Parties relating to the subject matter of the NMF Platform Terms, and expressly excludes any warranty, condition or other undertaking implied by law or by custom and supersedes all previous agreements and understandings between the Parties.

Each of the Parties acknowledges and confirms that it is not aware of any representation, warranty or undertaking upon which it has relied in entering into the NMF Platform Terms and to the extent that any representation or warranty or other undertaking exists each Party irrevocably and unconditionally waives any right it may have to claim for damages, for breach of warranty or for rescission, unless such representation, warranty or undertaking was made or given fraudulently.

23.6. Partnership

Nothing in the NMF Platform Terms is intended to, nor shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf, including but not limited to the making of any representations or warranty and the exercise of any right or power.

23.7. Applicable Law and Jurisdiction

The NMF Platform Terms, their subject matter and formation (and any non-contractual disputes or claims), shall be governed by and construed in all respects in accordance with the laws of England and Wales.

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any and all matters arising out of or in relation to the NMF Platform Terms.

23.8. **Notices**

Any notice or other communication to be given by one Party to the other under or in connection with the NMF Platform Terms shall be in writing:

23.8.1. to Us, at Our email address set out in clause 25 below; and

23.8.2. to You, at the email address provided to Us for the purpose of setting up your User Account.

Any notice shall be deemed to be delivered on the day of sending.

23.9. Clause 24.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method or dispute resolution.

24. CONTACT DETAILS

If You require any further information about the NMF Platform or are required to notify Us or disclose information to us in connection with these NMF Platform terms Our contact details are as follows:

Email : SSENTransition@sse.com

Schedule 1 GLOSSARY

NMF Platform Terms Definitions:

“**Accepted Contract**” means the acceptance of an Offer by a Buyer of NMF Services that has been confirmed by the Distribution Licensee that those NMF Services may proceed.

“**Affiliate**” means any holding company or subsidiary company of You or Us, or any company which is a subsidiary of such holding company and “holding company” and “subsidiary” have the meanings given in section 1159 of the Companies Act 2006;

“**Applicable Law**” means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body;

“**Authority**” means the Gas and Electricity Markets Authority;

“**Buyer**” means a User who buys NMF Services;

“**Commencement Date**” means the date on which a User first accesses their User Account on the NMF Platform;

“**Connection Agreement**” means any agreement governing the terms of connection of any plant or apparatus to, and/or any agreement for the supply of electricity to the plant or apparatus or for the acceptance of electricity into, and its delivery from, a Distribution Licensee’s electricity distribution Network;

“**Data Protection Law**” means any Applicable Law relating to the processing, privacy, and use of personal data, as applicable to You or Us, including in the UK: (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any current laws or regulations implementing Council Directive 2002/58/EC; and/or (ii) the General Data Protection Regulation (EU) 2016/679 (“GDPR”), and/or any corresponding or equivalent national laws or regulations, once in force and applicable, including the Data Protection Act 2018, and includes any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority;

“**Direct**” means a Request made to a single User;

“**Distributed Energy Resources**” or “**DER**” means electricity generators, electricity storage or electrical load, and other equipment, machinery, apparatus, materials and other items used for the provision of the NMF Services;

“**Distribution Licence**” means a licence issued under section 6(c) of the Electricity Act 1989;

“**Distribution Licensee**” means a holder of an electricity Distribution Licence;

“**Electricity Regulations**” means the Electricity Act 1989, the Utilities Act 2000, the Energy Acts 2008 – 2016, the National Terms of Connection and any other licences, codes or industry agreements related to or arising out of such legislation;

“**Flexibility Services**” means the energy flexibility services provided by a User to the

Distribution Licensee in accordance with the terms of the Flexibility Services Agreement;

“Flexibility Services Agreement” means the contractual terms for the sale and purchase of Flexibility Services published on this NMF Platform;

“Good Industry Practice” means the exercise of the degree of care, skill and diligence, which would reasonably be expected from an experienced and competent person carrying out services of a similar nature, scope and complexity as the NMF Services;

“Intellectual Property Rights” means patents, rights in or to inventions, copyright and related rights, trademarks, service marks, business names, rights in get-up goodwill and the right to sue for passing off, rights in designs, rights in domain names and website addresses, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Insolvency Event” means You becoming insolvent or entering into liquidation or receivership or being the subject of an application for an administration order or suffering an administrative receiver or similar officer to be appointed in relation to the whole or any part of Your assets or convening a meeting to make a composition or voluntary arrangement with Your creditors or suffering any material judgement to be executed in relation to any of its property or assets or if an encumbrancer takes possession of or sells any of Your assets or if an application is made to a court of competent jurisdiction by You for protection from Your creditors generally or if any other steps are taken for the winding up of You (otherwise than for the purpose of an amalgamation or reconstruction) including the passing of a resolution for Your winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of You;

“Market Stimuli Packages” means agreements with certain DER owners aimed at encouraging them to enter in the Flexibility Services market. The MSPs are modifications of the Distribution Licensee services offered within the NMF.

“MPAN” means a meter point administration number;

“MSID” means a metering system identifier;

“Network” means the electricity network operated by a Distribution Licensee to which the DER is connected;

“NMF Market Gate” means 2400 hours on a Thursday for delivery of the P2P and DSO services during the following week and is when the DSO market closes; no cancellation instructions can be issued in respect of a Request or an Offer for any DSO service;

“NMF Services” means Flexibility Services and P2P Services

“Offer” means an offer made by a Seller to sell NMF Services using such data as required by the NMF Platform;

“Pending Contract” means the acceptance of an Offer by a Buyer of NMF Services subject to the confirmation from the Distribution Licensee that those NMF Services may proceed;

“Platform” has the meaning given to it in clause 4.1;

“Pool” means a Request made via the NMF Platform to more than one User;

“Request” means a request made by a Buyer to buy NMF Services using such data as required by the NMF Platform;

“P2P Market Gate” means 1700 hours on a Thursday for delivery of the P2P service during the following week and is when the P2P market closes; no cancellation instructions can be issued in respect of a Request or Offer;

“P2P Offer Deadline” means 1300 hours on a Thursday for delivery of the P2P service during the following week and by which time all Offers should be submitted although they can be cancelled up to the P2P Market Gate;

“P2P Services” means peer to peer services traded directly between Users that are not Distribution Licensees;

“P2P Termsheet” means the contractual terms for the sale and purchase of P2P Services published on this NMF Platform;

“P2P Zone” means the area of the network under which parties are approved to trade with one-another.

“Requester” means a party requesting an Offer(s) to buy or sell NMF Services.

“Seller” means a User who supplies NMF Services;

“Service Period” means the period during which a User provides NMF Services;

“Sites” means the site(s) where a User’s DER are located;

“Temporary Capacity Variation Notice” means a notice from the Distribution Licensee permitting temporary amendment of the Buyer’s connection agreement for the purposes of the Trial

“Term” has the meaning given to it in clause 2;

“TRANSITION webpage” means <https://ssen-transition.com>

“Trial” means Our TRANSITION and LEO projects.

“Unavailable” means that the NMF Services are not available to be delivered by a User;

“Uploaded Data” means any data or information uploaded by You onto the NMF Platform or provided by You to be uploaded onto the NMF Platform and/or data required by Us from You to verify the Flexibility Services or P2P Services;

“User” means a corporate entity or individual having a registered User Account;

“User Account” means an account created and registered for a User on the NMF Platform;

“You” shall include where relevant persons represented by You, where You are an aggregator or agent for DER owners for the purposes of this Agreement.

“Zone” shall mean the region of the Distribution Licensee’s network that the request applies to.

NMF Platform Terms Interpretation:

Terms and expressions in the NMF Platform terms shall be interpreted as follows.

1. The singular includes the plural and vice versa;
2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assignees;
3. References to an act of Parliament, statutory provision or statutory instrument include a reference to that act of Parliament, statutory provision or statutory instrument as amended, extended or reenacted from time to time and to any regulations made under it; and
4. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Schedule 2 Process for purchase and sale of Flexibility Services

The contractual terms and conditions for Flexibility Services will be the Flexibility Services Agreement published on the TRANSITION webpage together with the terms agreed through the Request, Offer, and Acceptance process via the NMF Platform.

Flexibility Services Transactions through the NMF Platform

The Distribution Licensee determines whether Users are suitable for the delivery of Flexibility Services through a Pool system where:

- the Distribution Licensee identifies a Zone in which a Flexibility Service is required;
- the Distribution Licensee submits a Request to Users in the Zone through the NMF Platform prior to the NMF Market Gate for that Request;
- any of these Users may submit an Offer in response to the Request through the NMF Platform prior to the NMF Market Gate;
- the Offer may not be amended once submitted. To amend an Offer, Offers must be cancelled and new Offers may then be submitted;
- The Distribution Licensee reviews the Offers and may accept some, all, or none of the Offers by issuing an Acceptance or rejection through the NMF Platform; and
- the terms of the accepted Offer will form part of the Flexibility Services Agreement for the Flexibility Services.

Flexibility Services Agreement Terms

In addition to the Flexibility Services terms agreed through the NMF Platform, the Flexibility Services Agreement sets out further obligations and rights of the Parties regarding Flexibility Services, including for example the provision of data, cancellation of delivery requirements and settlement and invoicing.

Further information may be found on the TRANSITION webpage addressing Distribution Licensee auction, valuation, data upload processes and Flexibility Services Agreement and P2P processes.

Market Stimuli Packages

Certain Users will have been awarded Market Stimuli Packages by the Distribution Licensee. For the purposes of the Trial Offers by these Users may be prioritised by the Distribution Licensee for acceptance, to achieve Market Stimuli Package terms set out in the Flexibility Services Agreement.

These Market Stimuli Package acceptances will be listed on the NMF Platform at zero availability and utilisation value, but will be paid for in accordance with Market Stimuli Package terms set out in the Flexibility Services Agreement.

Any Party who has successfully applied for a Market Stimuli Package will be required to make an Offer in response to a Request from the Distribution Licensee for a zero value contract for the duration and size (kW) of the Market Stimuli Package awarded. This Offer will be Accepted by the Distribution Licensee. The Distribution Licensee will manually close this contract upon the successful delivery of the Market Stimuli Package, should this occur prior to the term of the contract.

Schedule 3 Process for buying or selling of P2P Services

The contractual terms and conditions for P2P Services will be the P2P Termsheet published on the TRANSITION webpage together with the terms agreed through the Request, Offer, and Acceptance

process via the NMF Platform. Payment arrangements must be managed directly between the P2P Parties.

Variation of Connection Agreements for P2P Services

- a. Any owner or an approved operator of a Site that wishes to increase their import or export capacity above their contracted level through buying or selling P2P Services during the Trial period must apply for and receive a Temporary Capacity Variation Notice from the Distribution Licensee prior to commencing trading.
- b. This Temporary Capacity Variation Notice will vary the import or export capacity of the Site for the duration of the Trial period or as stated on the document.
- c. Users who do not plan to increase their import or export capacity above their previous contractual values may not require any changes to their connection agreement to trade.

Identification of Parties who could be involved in a P2P Service

Users involved in P2P Services can identify other Users for the purpose of determining if they are suitable for the delivery of P2P Services in one of three ways:

- a. Direct (not initially involving the NMF Platform) where:
 - both parties require to be Users;
 - a User who wishes to issue a P2P Service Request identifies a User prepared to issue a P2P Service Offer in response to the Request and those Users discuss the details of that P2P Service;
 - the requesting User then submits the Request to the NMF Platform prior to the P2P Gate Closure;
 - the responding User submits an Offer in response to the Request to the NMF Platform prior to the P2P Gate Closure;
 - the requesting User conditionally accepts the Offer in response to the Request in the NMF Platform if it meets its requirements prior to the P2P Gate Closure;
 - after P2P Gate Closure the conditionally accepted Offer becomes a Pending Contract on the NMF Platform and can no longer be changed; and
 - if the Distribution Licensee confirms the P2P Service may proceed the Pending Contract becomes an Accepted Contract; if the Distribution Licensee rejects the P2P Service the Pending Contract is cancelled.
- b. Direct (through the NMF Platform) where:
 - a User who wishes to issue a P2P Service Request identifies another User through the NMF Platform able to provide suitable P2P Services in the requesting User's Zone;
 - the requesting User submits the Request to the selected responding User through the NMF Platform prior to the P2P Gate Closure;
 - the responding User submits an Offer in response to the Request to the NMF Platform prior to the P2P Offer Deadline;
 - the requesting User conditionally accepts the Offer in response to the Request in the NMF Platform if it meets its requirements after the P2P Offer Deadline and prior to the P2P Gate Closure;
 - after P2P Gate Closure the conditionally accepted Offer becomes a Pending Contract on the NMF Platform and can no longer be changed; and
 - if the Distribution Licensee confirms the P2P Service may proceed the Pending Contract becomes an Accepted Contract; if the Distribution Licensee rejects the P2P Service the Pending Contract is cancelled.

c. Pool where:

- a User submits a Request to the NMF Platform to a group of other Users in the same defined P2P Zone prior to the P2P Gate Closure;
- Users may submit an Offer in response to the Request to the NMF Platform prior to the P2P Offer Deadline;
- the requesting User may conditionally accept one, some or no Offers in response to the Request in the NMF Platform if it meets its requirements prior to the P2P Gate Closure;
- after P2P Gate Closure the conditionally accepted Offer(s) becomes a Pending Contract(s) on the NMF Platform and can no longer be changed; and
- if the Distribution Licensee confirms the P2P Service may proceed the Pending Contract(s) becomes an Accepted Contract(s); if the Distribution Licensee rejects the P2P Service the Pending Contract(s) is cancelled.

An Offer may not be amended once submitted. To amend an Offer, Offers must be cancelled and new Offers may then be submitted.

Data Provision

Each User that has delivered a P2P Service may be requested by the Distribution Licensee to provide P2P monitoring data relating to the delivery of the P2P Service through the NMF Platform. The P2P Party shall upload this data for each DER for a period of one hour before and after the delivery period Specified in the relevant Utilisation Instruction. The P2P monitoring data shall be submitted via the NMF Platform using the format specified by the Distribution Licensee.

Cancellation Notification

The Distribution Licensee may require cancellation of the P2P Service at any time in accordance with the terms of this Platform Agreement. The P2P Parties shall manage cancellation of any P2P Services in accordance with the P2P Termsheet and shall agree steps to be taken.

Billing of P2P Services

Payment is made directly between Users involved in P2P Services who must share relevant bank details for the payment of P2P Services as soon as practicable after the approval of any Pending Contract is received from the Distribution Licensee. Billing is the responsibility of the Users involved in P2P Services.